



Office of the Health Officer
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Memo

To: Linda McDermott, Clerk
From: Dave Henry, M.P.H. - Health Officer
Date: August 13, 2013
Re: PSA – Public Health Nurse

I have attached the Professional Services Agreement for Katherine Korwin, RN – Public Health Nurse-Communicable Disease. She provides communicable disease service investigations, assessments for persons with TB and she reviews the school immunization records for State compliance.



**RESOLUTION 2013-R
OF THE MAYOR AND COUNCIL
OF PRINCETON**

WHEREAS, Princeton desires to enter into a professional services agreement in connection with certain activities as hereafter more particularly stated, and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **Katherine Korwin, 25 Shara Lane, Pennington, NJ 08534** (hereinafter referred to as "Provider") to provide consultant services for Princeton from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide professional health services for a total contract amount not to exceed **\$6,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of the Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission of invoices from the Provider to Princeton in duplicate in the form prescribed by the Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Princeton and shall be subject to approval by the Princeton Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Crumiller								
Ms. Howard								
Ms. Butler								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda McDermott, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held August 26, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of Princeton, this 27th day of August 2013.

LINDA MCDERMOTT
Princeton Clerk

PRINCETON
Chief Financial Officer Certification #2013-

I, Sandra Webb, Chief Financial Officer, of Princeton, County of Mercer, do hereby certify as follows:

- 1. I have examined the General Operating Budget of Princeton in order to determine if sufficient funds are available for:**

**Resolution 2013-R
Professional Services Contract – Katherine Korwin, RN
Public Health Nurse –Communicable Disease**

- 2. I have determined that such funds as are necessary in 2013 are available in the following 2013 line item appropriation account:**

**2013 Operating Budget
Account # 3-01-27-330-281**

Not to exceed \$6,000.00

Total \$6,000.00

- 3. I have determined that the Mayor and Council may authorize the above-described expenditure against the aforesaid line item account in the amount specified.**
- 4. Contingent upon adoption of the 2013 Municipal Budget.**

Now, therefore, based on the foregoing, I do hereby certify adequate funds are currently available for the purposes and in the line item amounts specified above, and further, that I shall encumber the same for a period of sixty days from the date of this certification or until an ordinance or resolution authorizing the expenditure described above is enacted, whichever event shall occur sooner.

Signed and certified by me this

Sandra Webb, CFO

**PRINCETON
2013 PUBLIC HEALTH NURSE (COMMUNICABLE DISEASE)
PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT, made this 26th day of August, 2013, by **Katherine Korwin, 25 Shara Lane, Pennington, New Jersey 08534** (hereafter referred to as "Provider"), and **PRINCETON**, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as the "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540, acting on behalf of the Princeton Health Department (hereafter referred to as the "Department").

WHEREAS, Princeton and the Provider desire to enter into an agreement for the performance by the Provider of professional services in connection with certain activities being conducted by the Department, as hereafter more particularly stated.

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services and other related duties as follows:

Subject to the availability of funds and the adoption of a final budget by the Mayor and Council of the Princeton, the Provider shall serve as the Public Health Nurse (Communicable Disease) and shall perform professional services and other related duties including, but not limited to, the following:

A. The Provider shall:

1. Establish public health nursing in accordance with all State requirements;
2. Investigate, interview; and report all State recognized communicable disease cases.
3. Utilize the state's electronic disease reporting system.
4. Assist in laboratory reported cases of childhood lead poisoning cases.
5. Survey and review school immunization records for compliance.
6. Assist in Directly Observed Therapy for Tuberculosis treatment.
7. Other public health nursing duties as assigned.

B. The Provider shall render said services on a part-time basis.

C. The aforesaid program activities and services rendered by the Provider shall be reviewed for the purpose of determining its compliance with the requirements of the State Department of Health and the Princeton Health Department.

Under this Agreement, the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton and/or the Department, and shall have no authority to act as an agent or representative of the Princeton and/or the Department or to enter into any financial or other contractual commitment on behalf of the Princeton and/or Department without the prior written approval of same granted in accordance with law. This Agreement shall be effective for the calendar year of 2013, unless sooner terminated as provided hereinafter.

2. PAYMENT

(a) Princeton, on behalf of the Department, shall pay the Provider compensation based upon an hourly fee of \$35.00, which compensation is expressly subject to the availability of funds and the approval and adoption of the 2013 Municipal Budget by the Mayor and Council of the Princeton. This payment is subject to a maximum sum of \$6, 000.00 appropriated for services performed hereunder during the term of this Agreement, as well as to provide reimbursement for all reasonable and necessary expenses incurred in connection therewith. Payment for fractional periods shall be pro-rata. The foregoing provisions shall constitute the sole and exclusive compensation due the Provider under this Agreement.

(b) Rendition of Invoices. Payment of fees and reimbursement for such expenses incurred will be made upon the submission of invoices by the Provider in the form prescribed by Princeton no later than the tenth (10th) day of the month following each calendar year quarter covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed.

3. INSURANCE.

As a condition precedent of this Agreement taking effect, the Provider shall provide the Department with the following documentation:

- (a) A copy of the Provider's current license(s) to practice medicine;
- (b) A copy of the provider's policy(ies) of insurance, indemnifying the Provider against any and all forms of professional malpractice and/or other types of liability, which insurance shall provide liability coverage in an amount not less than \$1,000,000/\$3,000,000.

4. TERMINATION. This Agreement shall be effective for the period provide above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton or the Provider by giving sixty (60) days written notice.

5. NON CONFLICTS OF INTEREST. The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and the Princeton, directly or indirectly. The Provider agrees to disclose in writing to the Princeton any and all such conflicts of interest which may arise, giving full particulars.

6. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER. The Provider agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with Princeton and Provider, and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent to the Borough.

7. CONFIDENTIALITY. The Provider agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of Princeton, which consent shall not unreasonably be refused, and the prior written consent of the patient.

8. COMPLIANCE WITH LAWS. Princeton hereby incorporates into this Contract the mandatory language of Section 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and as further described in "Addendum and Affirmative Action/Employment Goal and Compliance Attachment to Instructions to Bidders for Procurement and Service Contracts"), attached as Exhibit A.

9. WAIVER. In the event of a breach of this Agreement by the Provider, any remedies available to the Borough shall be deemed cumulative and any failure on the part of the Borough to pursue and/or enforce any or all of its remedies at any time shall not be considered a waiver of any or all said remedies at any time.

10. COMPLETE AGREEMENT: This Agreement and any attachments hereto or incorporated by reference represent the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral

or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ACCEPTED BY:

Katherine Korwin, RN
Public Health Nurse

ATTEST:

BY:

Linda McDermott, Clerk
Princeton

Elizabeth Lempert, Mayor
Princeton

COMPLIANCE WITH LAWS.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that sure applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented form time to time;

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).